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Mary Kay Shaver (P-60411)

Mando Corporation

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In Re:	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Hon. Robert E. Gerber
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**LIMITED OBJECTION BY MANDO CORPORATION TO
NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND (II) CURE AMOUNTS RELATED THERETO**

Mando Corporation (the "Supplier"), by and through its attorneys, Varnum LLP, hereby files this limited objection to the Notice of (i) Debtors' Intent to Assume and Assign Certain Executory Contract, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto, dated June 5, 2009 (the "Assignment Notice") as follows:

1. On June 1, 2009, the Debtors commenced these voluntary cases under chapter 11 of title 11 of the United States Code.

2. On June 2, 2009, this Court entered an Order approving the Debtors' bidding procedure [Docket No. 274], which includes a procedure regarding the Debtors' assumption and assignment of executory contracts (the "Procedures Order").

3. On June 9, 2009, Supplier received the Assignment Notice, which states that the Debtors intend to assume and assign all of the Debtors' agreements with Supplier (the "Supplier Agreements") and proposes a cure amount of \$8,327,834.26 (the "Proposed Cure Amount").

4. The Debtors owe Supplier \$12,157,747.08 for prepetition goods and/or services provided to the Debtors under the Supplier Agreements ("Supplier Cure Amount").

5. Thus, there is a difference between the Proposed Cure Amount and the Supplier Cure Amount of \$3,829,912.82. The difference arises from the following:

a. Pre-petition tooling invoices in the amount of \$3,442,110.54 not included in the Proposed Cure Amount. Attached as Schedule 1 is a listing of invoices evidencing these. Copies are available upon request.

b. Pre-petition currency discrepancy in the amount of Pesos \$4,220,870.00 (approximately USD \$313,185.11). Attached as Schedule 2 is a listing of invoices evidencing these. Copies are available upon request.

c. Pre-petition production invoices in the amount of \$72,217.17 not included in the Proposed Cure Amount. Attached as Schedule 3 is a listing of invoices evidencing these. Copies are available upon request.

d. Pre-petition sample invoices in the amount of \$2,400.00 not included in the Proposed Cure Amount. Attached as Schedule 4 is a listing of invoices evidencing these. Copies are available upon request.

6. Accordingly, Supplier objects to the Assignment Notice and the Proposed Cure Amount to the extent they do not account for the total prepetition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the amount of \$12,157,747.08.

WHEREFORE, Creditor requests that the Court enter an order:

(A) Granting Supplier a pre-petition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the total amount of \$12,157,747.08 as a condition for the Debtors to assume and assign the Supplier Agreements pursuant to the Procedures Order; and

(B) Granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

Varnum LLP

Dated: June 15, 2009

By: /s/ Mary Kay Shaver
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Doc No. 2712076

SCHEDULE 1

Tooling Invoices

SCHEDULE 2

Peso Discrepancy

SCHEDULE 3

Missed Invoices

SCHEDULE 4

Missed Sample Invoices